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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

PRIMERICA LIFE INSURANCE
COMPANY, a corporation,

Plaintiff,

v.

ANNALYN NGO, an individual;
KEVIN MARTINEZ, an individual; and
DOES 1 through 5, inclusive,

Defendants.

Case No. 2:23-CV-01478-JLS-AFM

Hon. Josephine L. Staton
Courtroom: 8A

**PRIMERICA LIFE INSURANCE
COMPANY AND ANNALYN NGO'S
JOINT MOTION FOR COURT'S
ENTRY OF DEFAULT JUDGMENT
AS TO DEFENDANT KEVIN
MARTINEZ**

[Fed. R. Civ. P. 55(b); L.R. 55-1]

[Filed concurrently with Declaration of
Ophir Johna and Proposed Order]

Hearing Date: October 20, 2023
Hearing Time: 10:30 a.m.
Courtroom: 8A

Complaint filed: February 28, 2023

1 TO THE HONORABLE COURT, THE CLERK OF THE COURT AND TO
2 ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

3 PLEASE TAKE NOTICE THAT on October 20, 2023 at 10:30 a.m., or as
4 soon thereafter as the matter may be heard in Courtroom 8A of the above-entitled
5 Court, located at 350 W. 1st Street, Los Angeles, California 90012, Plaintiff-in-
6 Interpleader Primerica Life Insurance Company (“Primerica”) and Defendant-in-
7 Interpleader Annalyn Ngo (“Ngo”) will, and hereby do, jointly move the Court for
8 entry of default judgment in this matter against Defendant-in-Interpleader Kevin
9 Martinez (“Martinez”), as follows:

10 1. Declaring that Martinez and Ngo were required to interplead and
11 litigate their claims to the funds on deposit in this action, i.e., \$150,511.64
12 representing the \$150,000 benefit of Primerica Life Insurance Company policy
13 number 0434664846 (the “Policy”) plus \$511.64 in interest on the same (the
14 “Deposited Benefit”);

15 2. Awarding Primerica \$5,796.50 in reasonable attorneys’ fees and costs
16 from the Deposited Benefit;

17 3. Awarding the remainder of the Deposited Benefit (\$144,715.14), plus
18 any and all interest accruing on the Deposited Benefit while on deposit, to Ngo;

19 4. Discharging Primerica from any liability to Martinez and/or Ngo with
20 respect to the Policy, the Deposited Benefit, or any claims for the Deposited Benefit;

21 5. Enjoining and restraining Martinez and Ngo, and their respective agents
22 and assigns, from instituting or prosecuting any proceeding in any court against
23 Primerica and/or its agents with respect to the Policy or the Deposited Benefit; and

24 6. Dismissing the entire action, with prejudice.

25 This motion is made pursuant to Federal Rule of Civil Procedure 55(b)(1) and
26 Local Rule 55-1 on the grounds that Martinez has failed to respond to Primerica’s
27 Complaint (Doc. No. 1) or otherwise to appear in this action and the Clerk entered
28 Martinez’s default pursuant to Federal Rule of Civil Procedure 55(a) on June 5, 2023

1 [Doc. No. 24]. This motion also is made on the grounds that Martinez is not a minor
2 or an incompetent person, the Servicemembers Civil Relief Act (50 U.S.C. App. §
3 521) does not apply, and the judgment does not seek unliquidated damages from
4 Martinez.

5 The motion is based on this notice, the attached memorandum of points and
6 authorities, the concurrently-filed declaration of Ophir Johna, the pleadings and
7 records on file in this action, and such other matters as may be presented prior to or
8 at any hearing of this motion.

9
10 Dated: September 7, 2023

MAYNARD NEXSEN LLP

11 By: /s/ Ophir Johna
12 OPHIR JOHNA
13 Attorneys for Plaintiff-in-Interpleader
Primerica Life Insurance Company

14 Dated: September 7, 2023

SIMONE & ROOS, LLP

15
16 By: /s/ Martin M. Simone
17 MARTIN M. SIMONE
18 Attorneys for Defendant-in-Interpleader
Annalyn Ngo

19 *Filer's Attestation: Pursuant to Local Rule 5-4.3.4(a)(2)(i) regarding signatures,*
20 *Ophir Johna hereby attests that concurrence in the filing of this document and its*
21 *content has been obtained by all signatories listed.*
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2

3 **I. INTRODUCTION**

4 This motion for default judgment is brought jointly by Plaintiff-in-
5 Interpleader Primerica Life Insurance Company (“Primerica”) and Defendant-in-
6 Interpleader Annalyn Ngo (“Ngo”), consistent with this Court’s order dated August
7 28, 2023 (Doc. No. 31). Primerica’s Complaint in this action asserts a single claim,
8 for interpleader, against two parties—Ngo and Kevin Martinez (“Martinez”)—
9 arising out of their conflicting claims for the death benefit under a life insurance
10 policy issued by Primerica. Primerica is a disinterested stakeholder, has admitted
11 liability for the benefit in question, and has deposited that benefit in this Court in
12 connection with this action. Martinez failed to respond to the Complaint and his
13 default was entered by the Clerk on June 5, 2023. Ngo is the only remaining party
14 in this lawsuit with a claim to the benefit on deposit.

15 Because Martinez has failed to respond to the Complaint or otherwise to
16 appear in this action, Primerica and Ngo now request the following order, which
17 would dispose of the entire action:

18 (1) Declaring that Martinez and Ngo were required to interplead and
19 litigate their claims to policy benefit on deposit in this action;

20 (2) Awarding Primerica \$5,796.50 in reasonable attorneys’ fees and costs
21 from the deposited funds, as reimbursement for its fees and costs in bringing this
22 action;

23 (3) Awarding the remainder of the deposited funds to Ngo, as the sole
24 remaining claimant to those funds;

25 (4) Discharging Primerica from any liability to Martinez or Ngo with
26 respect to the policy or its benefit;

27 (5) Enjoining Martinez and Ngo from any further suits against Primerica
28 with respect to the policy or its benefit; and

1 (6) Dismissing the entire action, with prejudice.

2 Primerica and Ngo previously stipulated to certain of the above relief (Doc.
3 No. 30), but this Court ordered that the relief be sought in the form of a motion for
4 default judgment (Doc. No. 31), prompting this motion.

5 Primerica and Ngo respectfully request that the Court grant this motion in its
6 entirety.

7 **II. THE COMPLAINT’S ALLEGATIONS**

8 Primerica issued a life insurance policy, number 0434664846 (the “Policy”),
9 to Martin Kunkel (the “Insured”). Doc. No. 1, ¶ 10. The Policy provided a death
10 benefit of \$150,000 (the “Benefit”) in the event of the Insured’s death to the
11 beneficiary(ies) designated by the Insured, subject to terms, conditions, and
12 provisions set forth in the Policy. *Id.* The Insured designated Ngo as the Policy’s
13 sole principal beneficiary. *Id.* at ¶ 11.

14 On or about September 28, 2022, the Insured died. *Id.* at ¶ 12. Following the
15 Insured’s death, Ngo submitted a claim for the Benefit. *Id.* at ¶ 13. Martinez, the
16 Insured’s son, contacted Primerica to dispute Ngo’s claim and to “file a competing
17 claim” for the Benefit based on the assertion that the Insured’s designation of Ngo
18 as the Policy’s beneficiary was made “at the end of his life,” when the Insured was
19 “seriously ill” and “under a lot of medication.” *Id.* at ¶ 14. Martinez contended that
20 the Insured “was not of sound mind or unduly influenced and coerced when changing
21 the beneficiary designation.” *Id.* Martinez asserted that the Benefit should be paid
22 to him and not to Ngo. *Id.*

23 Accordingly, Primerica faced the possibility that, if it were to pay the Benefit
24 to Ngo, Primerica could be exposed to double liability in the event Martinez’s
25 contentions were determined to be meritorious. *Id.* at ¶ 16. Furthermore, regardless
26 of their merit, Martinez’s mere assertion of those contentions in any lawsuit against
27 Primerica would result in vexation and expense to Primerica from being required to
28 defend itself against the adverse claim. *Id.*

1 Accordingly, Primerica asserted a single claim against Ngo and Martinez, for
2 interpleader. *Id.* at ¶¶ 15-20. The claim is based on the contention that Primerica
3 was faced with possible competing and adverse claims to the Benefit, the validity of
4 which Primerica was unable to determine, and exposure to double liability for the
5 Benefit. *Id.* at ¶ 16.

6 Primerica disclaimed any interest in the Benefit (other than to the extent any
7 recovery of fees and costs from the stake may be permitted by law) and at all times
8 has been merely a non-interested stakeholder in this action. *Id.* at ¶¶ 18-19.
9 Primerica admitted its liability under the Policy in the Benefit amount of \$150,000
10 plus applicable interest. *Id.* at ¶ 19.

11 The Complaint prayed for judgment against Ngo and Martinez, as follows:

12 A. That Defendants [i.e., Ngo and Martinez], and each of them, be required
13 to interplead and litigate among themselves their claims to the Benefit;

14 B. That this Court enter an order setting forth the proper recipient(s) of the
15 Benefit;

16 C. That the Court enter an order restraining Defendants, and each of them,
17 from instituting or further prosecuting any other proceeding in any court against
18 Primerica and/or its agents with respect to the Policy and/or the Benefit;

19 D. That Primerica be discharged of all liability with respect to the Policy
20 and the Benefit;

21 E. That Primerica be awarded its costs and reasonable attorneys' fees to
22 be determined by the Court and paid out of the stake; and

23 F. For such other and further relief as the Court deems reasonable and just
24 under the circumstances.

25 Doc. No. 1 at pp. 5-6.

26 On March 17, 2023, the Court granted Primerica's application for leave to
27 deposit the proceeds at issue in the Complaint. Doc. No. 14. On March 21, 2023,
28

1 Primerica deposited \$150,511.64 in this Court (the “Deposited Benefit”), consisting
2 of the Benefit (\$150,000) plus interest (\$511.64). Doc. Nos. 15, 16.

3 **III. MARTINEZ’S DEFAULT**

4 Martinez was served with the summons and Complaint on April 25, 2023.
5 Doc. No. 20. After Martinez failed to respond to the Complaint or otherwise to
6 appear in this action, Primerica requested entry of his default (Doc. No. 23), which
7 the Clerk of this Court entered on June 5, 2023 (Doc. No. 24).

8 **IV. PRIMERICA AND NGO’S STIPULATION**

9 On August 22, 2023, Primerica and Ngo filed a stipulation to discharge and
10 dismiss Primerica, enjoin further suits, and award Primerica \$5,796.50 in fees and
11 costs from the Deposited Benefit. Doc. No. 30. The stipulation did not seek
12 distribution of the remainder of the Deposited Benefit to Ngo, as Ngo planned to
13 seek that relief separately. *Id.* On August 28, 2023, the Court denied the stipulation
14 and ordered that the parties submit a motion for default judgment against Martinez,
15 since the relief sought included relief against Martinez. Doc. No. 31.

16 **V. THE COURT SHOULD ENTER DEFAULT JUDGMENT AGAINST**
17 **MARTINEZ**

18 Federal Rule of Civil Procedure (“Rule”) 55(b) permits allows the Clerk to
19 enter default judgment “against a defendant who has been defaulted for not
20 appearing and who is neither a minor nor an incompetent person” “[i]f the plaintiff’s
21 claim is for a sum certain or a sum that can be made certain by computation.” Fed.
22 R. Civ. P. 55(b)(1). “In all other cases, the party must apply to the court for a default
23 judgment.” Fed. R. Civ. P. 55(b)(2).¹

24 For purposes of default judgment, “the factual allegations in the complaint,
25 except those concerning damages, are taken as true and deemed admitted by the

26 ¹ “If the party against whom a default judgment is sought has appeared personally
27 or by a representative, that party or its representative must be served with written
28 notice of the application at least 7 days before the hearing.” Fed. R. Civ. P.
55(b)(2). Here, Martinez has not appeared, either personally or through a
representative, so no notice is required.

1 nonresponding party,” and therefore require no proof. *Nolan v. Calello*, 2021 WL
2 4621945, at *2 (C.D. Cal. July 8, 2021) (citing Fed. R. Civ. P. 8(b)(6); *Geddes v.*
3 *United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977); and *Garamendi v. Henin*, 683
4 F.3d 1069, 1080 (9th Cir. 2012)).

5 The decision to grant or deny default judgment is within the Court’s
6 discretion. *Eitel v. McCool*, 782 F.2d 1470, 1471 (9th Cir. 1986); *Vogel v. Rite Aid*
7 *Corp.*, 992 F.Supp.2d 998, 1005 (C.D. Cal. 2014). In exercising that discretion, the
8 court may consider the following factors:

9 (1) the possibility of prejudice to the plaintiff; (2) the merits of
10 plaintiff’s substantive claim; (3) the sufficiency of the complaint; (4)
11 the sum of money at stake in the action; (5) the possibility of a dispute
12 concerning material facts; (6) whether the default was due to excusable
13 neglect; and (7) the strong policy underlying the Federal Rules of Civil
14 Procedure favoring decisions on the merits.

15 *Eitel*, 782 F.2d at 1471-72.

16 Here, each of the so-called “*Eitel* factors” weighs in favor of granting default
17 judgment against Martinez.

18 **Possibility of Prejudice to Primerica:** Primerica will suffer prejudice if the
19 Court does not grant default judgment because it will be denied the benefits of the
20 interpleader process, i.e., “protect[ing] stakeholders from multiple liability as well
21 as from the expense of multiple litigation.” *Aetna Life Ins. Co. v. Bayona*, 223 F.3d
22 1030, 1034 (9th Cir. 2000). Additionally, Ngo—the only answering defendant—
23 may be prejudiced if default judgment is denied. *See W. Conference of Teamsters*
24 *Pension Plan v. Jennings*, 2011 WL 2609858, at *3 (N.D. Cal. June 6, 2011)
25 (“Without entry of default judgment, the competing stakeholders’ claims can not be
26 finally resolved.”). Thus, the first *Eitel* factor is met.

27 **Merits of the Claim and Sufficiency of the Complaint:** These two factors
28 often are combined because, in essence, they ask whether the plaintiff has stated a

1 claim on which it may recover. *Danning v. Lavine*, 572 F.2d 1386, 1388 (9th Cir.
2 1978). Under Rule 22, “persons with claims that may expose a plaintiff to double
3 or multiple liability may be joined as defendants and required to interplead.” Fed.
4 R. Civ. P. 22(a). An interpleader claim is sufficiently pled when the stakeholder
5 alleges that there are potentially competing claims and that it “has a real and
6 reasonable fear of double liability or vexatious, conflicting claims.” *Transamerica*
7 *Life Ins. Co. v. Shubin*, 2012 WL 2839704, at *5 (E.D. Cal. July 10, 2012). The
8 Complaint here adequately alleges that Primerica was faced with conflicting claims
9 from Martinez and Ngo, the validity of which Primerica was unable to determine,
10 and that Primerica feared exposure to double or multiple liability for the Deposited
11 Benefit. Doc. No. 11, ¶¶ 15-19. As such, the second and third *Eitel* factors are met.

12 **Sum of Money at Stake:** In interpleader actions, this factor is neutral because
13 the interpleading party (here, Primerica) does not seek damages. *See Am. Gen. Life*
14 *Ins. Co. v. Durbin*, 2016 WL 3583826, at *4 (C.D. Cal. June 10, 2016). Indeed, the
15 Complaint alleges that Primerica is a disinterested stakeholder (Doc. No. 1, ¶¶ 18-
16 19), and Primerica has deposited the disputed funds in this Court (Doc. No.16). This
17 factor therefore weighs in favor of default judgment.

18 **Possibility of a Dispute Concerning Material Facts:** As noted above,
19 Martinez’s failure to respond to the Complaint or otherwise appear in this action,
20 and the Clerk’s resultant entry of his default, mean that the Complaint’s allegations
21 are taken as true. *Nolan*, 2021 WL 4621945, at *2. Accordingly, this factor weighs
22 in favor of default judgment. *Id.* at *5.

23 **Whether Default Was Due to Excusable Neglect:** There is no evidence here
24 that Martinez’s failure to respond to the Complaint was due to excusable neglect.
25 Thus, this factor favors default judgment.

26 **Strong Policy Favoring Decisions on the Merits:** A failure to respond to a
27 complaint “makes a decision on the merits impractical, if not impossible.” *PepsiCo,*
28 *Inc. v. Cal. Sec. Cans*, 238 F.Supp.2d 1172, 1176 (C.D. Cal. 2002). Because

1 Martinez has failed to appear in this action, and further because he has expressed his
2 intention not to participate in the litigation, this factor weighs in favor of default
3 judgment.

4 In sum, all seven *Eitel* factors weigh in favor of granting this motion and
5 entering default judgment against Martinez.

6 **Procedural Requirements:** The procedural requirements of Local Rule 55-
7 1 also have been met. Local Rule 55-1 requires that a motion for the Court's entry
8 of default judgment be accompanied by a declaration stating: (a) when and against
9 what party the default was entered; (b) the identification of the pleading to which
10 default was entered; (c) whether the defaulting party is an infant or incompetent
11 person, and if so, whether that person is represented by a general guardian,
12 committee, conservator or other representative; (d) that the Servicemembers Civil
13 Relief Act (50 U.S.C. App. § 521) does not apply; and (e) that notice has been served
14 on the defaulting party, if required by F.R.Civ.P. 55(b)(2). All of the above
15 information is provided in the concurrently-filed Declaration of Ophir Johna.

16 **VI. PRIMERICA AND NGO ARE ENTITLED TO THE REQUESTED**
17 **RELIEF**

18 Primerica and Ngo seek judgment as follows:

- 19 1. Declaring that Martinez and Ngo were required to interplead and
20 litigate their claims to the Deposited Benefit;
- 21 2. Awarding Primerica \$5,796.50 in reasonable attorneys' fees and costs
22 from the Deposited Benefit;
- 23 3. Awarding the remainder of the Deposited Benefit (\$144,715.14), plus
24 any and all interest accruing on the Deposited Benefit while on deposit,
25 to Ngo;
- 26 4. Discharging Primerica from any liability to Martinez and/or Ngo with
27 respect to the Policy, the Deposited Benefit, or any claims for the
28 Deposited Benefit;

1 5. Enjoining and restraining Martinez and Ngo, and their respective agents
2 and assigns, from instituting or prosecuting any proceeding in any court
3 against Primerica and/or its agents with respect to the Policy or the
4 Deposited Benefit; and

5 6. Dismissing the entire action, with prejudice.

6 The discharge of a disinterested stakeholder and permanent injunction of
7 further suits is appropriate and routinely granted in interpleader actions. *See Great*
8 *Am. Life Ins. Co. v. Brown-Kingston*, 2019 WL 8137717, at *3 (E.D. Cal. May 14,
9 2019) (discharging insurer from liability, enjoining further suits, and stating: “In any
10 civil action of interpleader a district court may discharge the interpleading plaintiff
11 from further liability, enjoin the parties from instituting further related actions, and
12 make all other appropriate orders”) (internal quotations omitted) (citing 28 U.S.C. §
13 2361; *Sun Life. Assur. Co. of Canada v. Chan’s Estate*, 2003 WL 22227881, at * 2
14 (N.D. Cal. Sept. 22, 2003); and *United States v. High Tech. Prods.*, 497 F.3d 637
15 (6th Cir. 2007)); *Allstate Life Ins. Co. v. Markowitz*, 2022 WL 1843999, at *3 (C.D.
16 Cal. Mar. 14, 2022) (discharging insurer from liability and enjoining future suits);
17 *Metropolitan Life Ins. Co. v. Lewis*, 2022 WL 18284899, at *4 (C.D. Cal. Dec. 19,
18 2022) (granting default judgment discharging insurer from liability with respect to
19 the policy benefit and enjoining the defaulting party from instituting or maintaining
20 any action regarding the policy benefit); *Pruco Life Ins. Co. v. Chao Hui Tan*, 2020
21 WL 2572804, at *1 (N.D. Cal. May 21, 2020) (entering judgment in interpleader
22 action, discharging the insurer from liability for the policy benefit, and permanently
23 enjoining the interpleader defendants from instituting any action or proceeding
24 against the insurer related to the policy benefit).

25 Furthermore, where all but one defendant in an interpleader action has
26 defaulted, as is the case here, the Court can and should grant default judgment for
27 the remaining defendant, entitling her to the stake. *See Am. Gen. Life Ins. Co. v.*
28 *Durbin*, 2016 WL 3583826, at *5 (C.D. Cal. June 10, 2016) (“As a result of Durbin's

1 default, Kuhn is entitled to the Disputed Funds.”); *W. Conference of Teamsters*
2 *Pension Plan v. Jennings*, 2011 WL 2609858, *5 (N.D. Cal. 2011) (“Due to entry of
3 default judgment against [the defaulting defendant, the answering defendant] is
4 entitled to the interpleaded funds.”); *Nationwide Mutual Life Ins. Co. v. Eason*, 736
5 F.2d 130, 133 n. 4 (4th Cir. 1984) (“Clearly, if all but one named interpleader
6 defendant defaulted, the remaining defendant would be entitled to the fund.”).

7 Accordingly, the Court should enter judgment for the relief requested herein,
8 which was prayed for in the Complaint.

9 Importantly, the reimbursement of Primerica’s fees and costs from the
10 Deposited Benefit is not relief that is being sought against Martinez, and thus need
11 not be established or supported through this motion. Since Primerica and Ngo have
12 established, above, that Martinez has no remaining claim to the Deposited Benefit,
13 Ngo—as the only remaining defendant with a claim to the Deposited Benefit, and
14 the defendant who is legally entitled to that benefit (*see id.*)—is able to stipulate to
15 reimbursement of Primerica’s fees and costs from the Deposited Benefit. Indeed,
16 Primerica and Ngo so stipulated (Doc. No. 30), and both now request that relief
17 jointly through this motion. Thus, the Court should award reimbursement of
18 \$5,796.50 to Primerica from the Deposited Benefit, as requested.²

19 Notably, however, the reimbursement of a stakeholder’s fees and costs from
20 the stake also is properly and routinely granted in interpleader actions. *See, e.g.,*
21 *Minnesota Life Ins. Co. v. Tetteh*, 2018 WL 11352984, at *3 (C.D. Cal. Dec. 13,
22 2018) (“the Ninth Circuit has explained that the proper rule . . . in an action in the
23 nature of interpleader is that the plaintiff should be awarded attorney fees for the
24 services of his attorneys in interpleading”) (citing and quoting *Schirmer Stevedoring*
25 *Co., Ltd. v. Seaboard Stevedoring Corp.*, 306 F.2d 188, 194 (9th Cir. 1962));
26 *ReliaStar Life Ins. Co. v. Northam*, 2013 WL 5703341, at *2 (E.D. Cal. Oct. 16,

27
28 ² Primerica can support its request in a supplemental filing, if the Court believes
that such support is required.

2013) (“under the court’s inherent equitable powers in interpleader actions, courts have discretion to award attorney’s fees and costs to a disinterested stakeholder where the stakeholder has acted in good faith.”); *Sun Life. Assur. Co. of Canada v. Chan’s Estate*, 2003 WL 22227881, at * 3 (N.D. Cal. Sept. 22, 2003) (citing and quoting *Septembertide Publ’g v. Stein & Day, Inc.*, 884 F.2d 675, 683 (2nd Cir.1989)) (“As a general matter, a court will award fees from the proceeds where (1) the party seeking fees is a disinterested stakeholder, (2) who had conceded liability, (3) has deposited the disputed funds into court, and (4) has sought a discharge from liability.”).

VII. CONCLUSION

Based on the foregoing, Primerica and Ngo respectfully request that the Court grant this motion in its entirety and enter default judgment against Martinez on Primerica’s Complaint in accordance with this motion, as well as all remaining relief sought through this motion.

Dated: September 7, 2023

MAYNARD NEXSEN LLP

By: /s/ Ophir Johna
OPHIR JOHNA
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Primerica Life Insurance Company

Dated: September 7, 2023

SIMONE & ROOS, LLP

By: /s/ Martin M. Simone
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Attorneys for Defendant-in-Interpleader
Annalyn Ngo

Filer’s Attestation: Pursuant to Local Rule 5-4.3.4(a)(2)(i) regarding signatures, Ophir Johna hereby attests that concurrence in the filing of this document and its content has been obtained by all signatories listed.

CERTIFICATE OF COMPLIANCE WITH L.R. 11-6.1

The undersigned, counsel of record for Primerica Life Insurance Company and Annalyn Ngo, certify that this brief contains 2,943 words (excluding the caption, any table of contents, any table of authorities, the signature block, this certification, and any indices and exhibits), which complies with the word limit of Local Rule 11-6.1.

Dated: September 7, 2023

MAYNARD NEXSEN LLP

By: /s/ Ophir Johna

OPHIR JOHNA

Attorneys for Plaintiff-in-Interpleader
Primerica Life Insurance Company

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Annalyn Ngo

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CERTIFICATE OF SERVICE

Primerica Life Insurance Company, et al. v. Annalyn Ngo

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a citizen of the United States and employed in Los Angeles, California, at the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within actions; my business address is 10100 Santa Monica Blvd., Ste. 550, Los Angeles, CA 90067.

On **September 7, 2023** I served the document(s) entitled, PRIMERICA LIFE INSURANCE COMPANY AND ANNALYN NGO'S JOINT MOTION FOR COURT'S ENTRY OF DEFAULT JUDGMENT AS TO DEFENDANT KEVIN MARTINEZ on the interested parties in this action by placing true copies thereof enclosed in a sealed envelope(s) addressed as stated below:

☒ **(BY MAIL):** I deposited such envelope in the mail at Los Angeles, California with postage fully prepaid. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be placed for collection and mailing, and deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☒ **(BY ELECTRONIC MAIL):** By transmitting a true copy thereof to the electronic mail addresses as indicated below.

☒ **(BY CM/ECF SERVICE):** I caused such document(s) to be delivered electronically via CM/ECF as noted herein. I declare under penalty of perjury under the laws of the United States that the above is true and correct and was executed on **September 7, 2023**, at Los Angeles, California.



Lea Borys

SERVICE LIST

Primerica Life Insurance Company, et al. v. Annalyn Ngo, et al.

VIA U.S. MAIL

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